

ASSIGNMENT AND CONSENT TO ASSIGNMENT  
OF AMENDMENT TO LEASE

THIS AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_, 1962 between SPANISH FLAT RESORT, INC., a California corporation, hereinafter called "Assignor", and SMALL BUSINESS ADMINISTRATION, a federal agency, hereinafter called "Assignee", and COUNTY OF NAPA, a political subdivision of the State of California, hereinafter called "County",

W I T N E S S E T H:

On the 17<sup>th</sup> day of January, 1962 County and Assignor entered into an amendment to lease agreement for the premises known as Area E within the reservoir area of Monticello Reservoir in Napa County, whereunder an original lease agreement dated January 13, 1959 was amended,

NOW, THEREFORE:

1. Assignor hereby assigns all of its right, title and interest in and to said amendment to lease to Assignee as security for the repayment of a loan granted by Assignee to Assignor, Loan Agreement No. L 320-894-SF. Said assignment is given for the purposes required by said Loan Agreement.

2. No further assignment of the premises shall be made without the written consent of County.

3. County hereby consents to the foregoing assignment; provided, however, Assignor is not released from any of its obligations under said amendment to lease agreement.

IN WITNESS WHEREOF, the parties hereto have executed this instrument the day and year first above written.

SPANISH FLAT RESORT,  
INC. a corporation

COUNTY OF NAPA, a political  
subdivision of the State of  
California,

By \_\_\_\_\_  
Donald J. McFarland, Pres.

By \_\_\_\_\_  
Chairman of the Board of  
Supervisors

By \_\_\_\_\_  
Secretary

ATTEST: \_\_\_\_\_  
Clerk of the County of Napa

THIS AGREEMENT, made and entered into this 17<sup>th</sup> day of January, 1962, by and between COUNTY OF NAPA, a political subdivision of the State of California, hereinafter called "County" and SPANISH FLAT RESORT, INC., a California corporation, successor in interest to WESLEY B. PLUNKETT, ELSIE G. PLUNKETT, DONALD J. McFARLAND and BERNEICE M McFARLAND, hereinafter called "Concessioner" ,

W I T N E S S E T H :

WHEREAS, heretofore and on January 13, 1959, COUNTY OF NAPA, a political subdivision of the State of California, and WESLEY B. PLUNKETT, ELSIE G. PLUNKETT AND DONALD J. McFARLAND and BERNEICE M. McFARLAND, a partnership, doing business as SPANISH FLAT RESORT, made and entered into an agreement relating to the operation by "Concessioner" of Area "E" as shown upon Public Use Plan for Lake Berryessa Area pursuant to that certain agreement between United States of America and County of Napa entitled "Management Agreement with Napa County for Lake Berryessa (Monticello Reservoir) Area", dated July 31, 1958; and

WHEREAS, the United States of America and County of Napa have, by mutual agreement, modified said agreement dated July 31, 1958, by a written agreement dated January 17<sup>th</sup>, 1959, a copy of which is attached hereto marked Exhibit "A" and the terms of which all of the parties hereto acknowledge they have read and which is made a part hereof by reference thereto; and

WHEREAS, the parties hereto desire, by mutual agreement, to modify said agreement of January 13, 1959, in the light of the modification of said agreement made by United States of America and County of Napa dated July 13, 1958;

NOW, THEREFORE, for and in consideration of the agreements of the parties, and further in consideration of the covenants of concessioner, herein contained, it is agreed:

1. GENERAL: That said agreement dated January 13, 1959 shall remain in full force and effect except in such particulars as the same as modified by this agreements

and by the agreement between the United States of America and the County of Napa

dated January 13 1959 Exhibit "A").

2. TERM of CONTRACT: The term of this agreement shall be for and during the term of 30 years from January 13, 1959; concessioner shall have options to extend the term of this agreement upon the same terms and conditions as are contained in said agreement of January 13, 1959 as modified by this agreement for an additional 10 years from and after January 13, 1989, and an additional term of nine years, six months from and after January 13, 1999. Each of said options shall be exercised by concessioner in the following manner, and no other: One year prior to the expiration of the term of said agreement, or of any extension thereof, Concessioner shall notify the Board of Supervisors of the County of Napa of its intention to exercise said option or options and shall within ten days after tender by the County of Napa of an agreement for said extension, sign and deliver the same to the County of Napa. Said extension shall be effective whether or not there is such tender by the County of Napa. The exercise of said options shall be of no force or effect in the event that Concessioner is in default in the performance of any covenant or any agreement then existing between the County of Napa and Concessioner.

3. Additional Improvements: County of Napa acknowledges that a part of the consideration for the extension of this agreement by County consists of the fact that concessioner has heretofore and during the period of negotiation of this agreement completed all improvements agreed to be constructed by it pursuant to said agreement of January 13, 1959, and has further constructed additional and substantial improvements in the concession area in addition to those required to be constructed by said agreement of January 13, 1959.

4. Penalty for Late Payment of Franchise Fee. In the event that concessioner fails to pay the franchise fee provided for by the agreement of January 13, 1959, or any revision thereof, the concessioner shall pay to County of Napa in addition to said franchise

fee, a sum equal to ten per cent (10%) of the quarterly franchise fee, then due, together with interest at the rate of one-half (1/2) of one per cent (1%) per month or fraction thereof, from the due date of said franchise until paid. The provisions of this paragraph shall not be construed to modify the right of County of Napa to terminate this agreement and concessioner's rights hereunder for breach of the covenant to pay a franchise fee or for any other default on concessioner's part.

5. Termination Prior to Expiration of Term:

Concessioner shall be entitled to one (1) year after the service of written notice of default in connection with any of the covenants herein contained or contained in the agreement bearing date the 23<sup>rd</sup> of March, 1959, within which to remedy say such default and the performance of any of such covenants save and except any covenant relating to the payment of any franchise fee on the part of the concessioner to be paid.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands the day and year first hereinabove written.

COUNTY OF NAPA, a political subdivision of the State of California

By\_\_\_\_\_

Chairman of the Board of Supervisors of the County of Napa, State of California

Attest:

\_\_\_\_\_  
County Clerk of the County of Napa and Ex-officio Clerk of said Board of Supervisors

SPANISH FLAT RESORT, INC.,  
a California Corporation

By\_\_\_\_\_

Vice-President

By\_\_\_\_\_

Secretary

SPANISH FLAT RESORT

1/13/59 - 2/20/62